

## **COPIERS – BUNDLED RENTALS**

1. **CONTRACT PERIOD:** THIS CONTRACT IS EFFECTIVE July 1, 2005 and ends June 30, 2009 at the same price, terms and conditions based upon the mutual consent of both the State of Louisiana and the Contractor. However, no first year rental placements can be initiated after June 30, 2007.
2. All copiers awarded for rental are digital standalone. There are no provisions in this contract for connectivity of copiers.

Copiers for rental shall have a domestic introduction date on or after January 1, 2000 as documented by Buyer's Laboratory, Inc.

3. **PRICES:** All prices for rental are bundled and the contractor must provide all copier supplies, except paper, at no additional cost and no obligation to the using agency. The rental cost is inclusive of all cost for full preventative maintenance, emergency calls, parts, labor and all other charges required to keep the copier fully operational and maintained in good working condition and all supplies, except for paper. Also, under bundled pricing, the contractor must deliver a minimum of a four (4) week quantity of supplies at one time to the using agency.

**Examples of cost factors which must be included free under maintenance and rental prices would be inclusive of, but not limited to: fuser oil, staples, staple wire, waste toner collection boxes, binder tape, drums, organic photo conductors, surge protectors, safety retrofits, rollers, belts, corona wires, copyboard glass, sensors, lenses, lubricants, "PM kits", software, programming, emergency calls, all labor, remedial maintenance, Contractor's consultation telephone "hot line" for technical assistance, and maintenance for all accessories attached to the copier (with the exception of copier control devices supplied by another Contractor). These are only examples and are not a complete listing of cost factors.**

4. **DELIVERIES:** Deliver to any agency of the State Government eligible by State Statute and/or authorized to purchase from this contract. Deliveries are to be made upon issuance of a purchase release order. Contractors will maintain an adequate supply of all items in order to meet specified delivery. Equipment delivered must be complete, full configured and full operational prior to the acceptance of delivery.
5. **Cancellation:** In addition to the Cancellation for cause provisions elsewhere herein, the state agencies and the Office of State Purchasing shall have the right to cancel any equipment rental or maintenance agreement, entered into under this contract in whole or in part (a) at the end of the term of the release order, or (b) at any time during the term of the release order, for the convenience of the using agency, by providing thirty (30) days written notice, (c) in event of the non appropriation of funds. In no event shall the state or any of its using agencies be responsible for any cost or charges associated with or

resulting from said cancellation, including, but not limited to, termination charges. No charges arising from the removal of rented equipment will be allowed.

Rental copiers must be in place for a minimum of three (3) months before agencies can exercise the cancellation for convenience provision. Agencies will not be allowed to cancel due to relocation.

6. **VENDOR'S GUARANTEED PLACEMENT:** Rental copiers must be in place for a minimum of ninety (90) days before agencies can exercise the "cancellation for convenience" clause outlined above under Section 5 (b)
7. **Payment:** Payment will be made in arrears, upon receipt of invoice. Advance payments will not be allowed in this contract. Payments will be made for the number of months in which service was actually rendered.
8. **Charges for copies over the MCA will be billed on a quarterly basis.** Agencies will be invoiced monthly in arrears for the monthly maintenance inclusive of the MCA. However, every three months the vendor will reconcile the agencies' invoices to reflect a quarterly total number of copies. There will only be excess copy charges for the number of copies that exceed the total MCA after adding together the MCA's for the three months of the quarter. A quarter is equal to three month intervals and is not necessarily based on fiscal or calendar year.
9. A loner of similar make and model shall be provided by the prime Contractor, at no additional expense to the using agency, for rental copiers which cannot be repaired and are not in good working condition with sixteen (16) working hours of the agency's request for service. Additionally, the invoice for rental will be reduced by one-thirtieth (1/30) of the monthly charge for each day the copier is not fully operational and fully configured and there is no operable comparable loaner at the agency location.
10. Rigging charges are permissible, subject to the approval of the Office of State Purchasing. The Office of State Purchasing shall serve as the final authority in determining acceptable rigging charges.
11. The contractor acknowledges the right of the State of Louisiana to attach copy control devices to the copier, even if not the contractor's brand, provided that such attachment does not damage the copier or make the copier configuration fail to pass UL approvals.
12. The supplies for all bundled rental and bundled maintenance may be a brand other than the equipment bid. However, the contractor is responsible for the performance and capability of the supplies for the equipment.
13. The state will not be liable for copy charges arising from either, the vendor's service calls, or copies that are unusable due to poor copy quality. Agencies are to give unusable copies to the servicing vendor in order to receive copy credits.

